

## Sun Water Systems, Inc

### Aquasana Retail Sales Agreement

This Aquasana Retail Sales Agreement (the "Agreement") is between Sun Water Systems, Inc., a Texas USA Corporation ("Company") and the undersigned ("Retailer").

- A. Company is the manufacturer of the Aquasana brand water filters and related products (the "Products") utilizing the Aquasana trademark and other proprietary trademarks of the company (the "Marks").
- B. Retailer operates a retail store having a physical presence (Retailer's Store").
- C. Retailer would like to purchase Products from the Company to resell at Retailer's Store.
- D. Company would like to sell Products to Retailer conditioned on Retailer complying with this Agreement.

The parties mutually agree as follows:

**1. Purchase of Products.** Retailer is under no obligation to purchase any Products. Any purchase of Products by Retailer will be in compliance with this Agreement and the resale of all Products purchased by Retailer will be subject to the terms of this Agreement.

**2. Internet Sales Prohibited.** Prior to placing any "Published" advertisements, for any Sun Water Systems, Inc. (Aquasana) products, on the Internet, in publication, on radio, television or any forum accessible by the general public, Dealer must obtain approval from Sun Water Systems, Inc. Advertisements using company trademarks or copyrighted materials must comply with our "Published Pricing Policy" and "Trade Mark use Policy".

In-store and internal customer base offers, pricing and advertising are at the sole discretion of the Dealer.

**Sun Water Systems does not allow Internet offers to purchase Aquasana products online** except as an Aquasana Affiliate. Except as otherwise allowed in this Agreement, any listings, offers or advertisements for Aquasana products, must direct the customer to a retail location or to the Aquasana.com web site as an Affiliate referral. Retailers may offer Aquasana products to their internal customer data base and direct them to a subscriber web page for purchases, but no online or Internet offers to purchase may be visible by the general public at company's sole discretion.

If you have any questions or requests regarding Company's Advertising Policies, they should be sent to [Retailer@Aquasana.com](mailto:Retailer@Aquasana.com).

**3. Wholesale Offers Are Prohibited;** Retailer is prohibited from acting as a wholesaler and selling to other retailers or resellers. Retailer agrees to only offer Aquasana products to end user consumers unless prior written permission is obtained from Company..

**4. Compliance with MAP Policy.** Retailer agrees to comply with Company's Minimum Advertised Price ("MAP") policy, which restricts dealers and affiliates from "Published" Advertisements of Company Products for less than the minimum price allowed by the Company. For purposes of the MAP Policy, Retailer is deemed a dealer of the Products. The MAP Policy is attached as **Exhibit A** to this Agreement and made a part of the Agreement for all purposes. Company may modify the MAP Policy at any time by publishing the new policy on Company's web site at [www.aquasana.com/affiliates](http://www.aquasana.com/affiliates). **Retailer agrees that it will have Internet access and before placing an order, Retailer will verify the current MAP Policy by accessing**

**Company's web site and that any modifications to the policy will be effective for sales of Products purchased after the modifications are published on the web site.**

**5. Injunctive Relief.** To enforce this Agreement, Retailer agrees that Company will be entitled to an injunction issued by any court of proper jurisdiction, without the necessity of posting a bond, restraining any further or continued breach of this Agreement. The right to the injunction shall be in addition to any other remedies to which Company may be entitled.

**6. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Texas.

**7. Entire Agreement.** This Agreement constitutes the only agreement between the parties relating to the subject matter of this Agreement and no prior representations, promises, understandings or agreements, oral or otherwise, not herein contained shall be of any force or effect.

**8. Authorization.** Each individual executing this Agreement on behalf of an entity individually represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding upon the entity in accordance with its terms.

**9. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties hereto when one or more counterparts of this Agreement, individually or taken together, bear the signatures of all of the parties hereto.

**Retailer:** \_\_\_\_\_

Date: \_\_\_\_\_, 201F

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Company:**

**Sun Water Systems, Inc.**

Date: \_\_\_\_\_, 201F

By: \_\_\_\_\_

## **Exhibit A MAP Policy**

It is agreed that Company's interests and the interests of its Customers are best served through the adoption of a minimum advertised price ("MAP") policy.

### **MAP Policy Coverage**

This MAP policy covers all Company Dealers and Affiliates located in the United States and Canada. Although dealers remain free to establish their own "Non-Published" retail prices for the Products, Company reserves the right to unilaterally enforce this policy, and without assuming any liability, against dealers who advertise any Products at prices below those specified herein. This MAP policy is non-negotiable. Except for the Special Programs detailed below, Company will not alter the policy for any one dealer. This MAP policy applies only to the prices published by dealers for Products. It does not apply to the price at which any Products are sold or to published prices higher than the minimum resale prices unilaterally established by Company from time to time. MAP pricing for Company Products is to be **NO less than 20% off of Company's Current List Prices or Company MSRP prices as shown at [www.Aquasana.com](http://www.Aquasana.com)**.

Company, at its sole discretion, may change the products and MAP from time to time. Dealers are responsible for maintaining familiarity with the contents of the current MAP policy, products and pricing.

The MAP policy applies to all publications regarding Company Products in any and all media viewable by the general public.

### **Additional Offers that affect Minimum Advertised Price**

At Company's sole discretion, it may deem any additional offer, including but not limited to "Gift With Purchase", rebates, additional services or Products to be a violation of the MAP Policy. Company will from time to time recommend certain promotional offers that will not be considered MAP violations. Examples of such offers currently in place are the "Free Glass Decanter" promotion currently being offered. No other "published" offers for gift items or rebates are acceptable under this policy without prior written approval by Company.

### **Special Programs**

At Company's sole discretion, it may allow specific high volume sellers to have special programs that advertise specially packaged bundles of Products at a bundle price that is below the aggregate of the prices allowed herein for the individual Products. These programs will not violate the MAP and will not create any rights in other Dealers to participate in similar programs.

### **Policy Modifications**

Company reserves the right to modify, suspend, or discontinue the MAP policy, in whole or in part and at any time, and to designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Company will notify dealers of any policy modifications prior to implementation.

SUN WATER SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR TO HAVE ANY COMMUNICATIONS WITH ANY DEALER OR AFFILIATE REGARDING MODIFICATIONS OF THIS MAP POLICY. ANY MODIFICATIONS MUST BE APPROVED IN WRITING BY THE THEN COMPANY PRESIDENT OR CEO.